

AGREEMENT FOR THE INDIRECT EXCHANGE OF LOCAL TRAFFIC BETWEEN WIRELINE CARRIERS

This Agreement for the indirect exchange of Local Traffic between wireline carriers ("Agreement") is effective as of the last date of signature by the Parties (the "Effective Date"), by and between The Mosinee Telephone Company ("Mosinee") with principal offices at 410 4th Street, Mosinee, Wisconsin 54455 and Charter Fiberlink, LLC ("Charter") with principal offices at 440 Science Drive, Madison, Wisconsin 53711.

WHEREAS, Mosinee is a Local Exchange Carrier in the State of Wisconsin;

WHEREAS, Charter is a competitive local exchange carrier operating within the State of Wisconsin and as will be originating local exchange traffic within Verizon North's Wausau local exchange area wherein Charter's local calling area will be equivalent to Verizon North's local calling area for purposes of terminating calls to and accepting termination of calls from Mosinee.

WHEREAS, Charter and Mosinee agree to exchange Local Traffic between each other's networks and hereby establish a compensation arrangements for the exchange of said Local Traffic.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Charter and Mosinee hereby agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below:

1.1. "Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996 and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

1.2. "Affiliate" is a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.

1.3. "Central Office Switch" means a switch used to provide telecommunications service including (1) End Office Switches which are Class 5 switches from which end-user services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch (combination Class 5/Class 4).

1.4. "Commission" means the Public Service Commission of Wisconsin.

1.5. "FCC" means the Federal Communications Commission.

1.6. “Local Traffic” means traffic which: (a) originates in the Wausau exchange and terminates in the Mosinee exchange; or (b) originates in the Mosinee exchange and terminates in the Wausau exchange. Local Traffic under this Agreement is further defined by the Commission and the FCC in their applicable rules, orders and decisions. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee) nor does it include traffic directed to Information Service Providers (e.g., Internet, paging, 900-976 traffic, etc.). Under no circumstances shall traffic which is transmitted to or returned from the Internet at any point during the duration of the transmission be included within the definition of Local Traffic.

1.7. “NPA” or the “Number Plan Area” also referred to as an “area code” refers to the three digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX).

1.8. “NXX” means the three-digit code which appears as the first three digits of a seven digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 and 900 codes).

1.9. “Party” means either Mosinee or Charter, and “Parties” means Mosinee and Charter.

1.10. “Bill and Keep Arrangement” means a compensation arrangement that affords the mutual recovery of costs through the offsetting of reciprocal obligations, whereby the Parties waive mutual recovery for the transport and termination of Local Traffic such that the Parties agree to terminate Local Traffic originating from end-users served by the networks of the other Party without charging between said Parties for such traffic exchange.

2. INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless specifically stated otherwise. The headings of the Sections and Subsections are inserted for convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement. Unless specifically stated otherwise, any reference to a tariff, agreement, or other document (including third party offerings, guides or practices) or provision of applicable law (including statutes, regulations, or rules) is to such tariff, agreement, document or provision of applicable law as amended and supplemented from time-to-time.

3. SCOPE OF AGREEMENT

This Agreement shall cover the exchange of Local Traffic between Mosinee’s network in Wisconsin and Charter’s network in Wisconsin. All other traffic is governed by the Parties applicable tariff and/or contract, and is not covered by this Agreement.

4. SERVICE AGREEMENT

4.1. Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of Charter and Mosinee.

4.1.1. Description. The Parties currently do not wish to have a direct facilities connection with each other for the exchange of Local Traffic. Absent such a connection, Local Traffic originating from a Party's network and terminating to the other Party's network will be routed via a third party's tandem switch and then routed to its End Office. In the event that either Party desires to effect a direct facilities connection with the other Party, the Parties agree to negotiate such arrangements in good faith to promptly establish and implement the terms and conditions for such an interconnection, which terms and conditions shall be consistent with the requirements of the Act.

5. COMPENSATION

5.1. Generally. The Parties agree to use a Bill and Keep Arrangement with respect to termination of Local Traffic until such time as a traffic study is completed that indicates, in the aggregate, that either Party is terminating more than fifty-five percent (55%) of the Parties' total terminated minutes for Local Traffic.

5.2. Either Party may request that a traffic study be performed for purposes of identifying a disparity in the termination of Local Traffic between the Parties, after the first six (6) months of this Agreement (as calculated from the Effective Date). The traffic study shall be performed for one quarter of a calendar year. In the event such traffic study indicates, in the aggregate, that either Party is terminating more than fifty-five percent (55%) of the Parties' total terminated minutes for Local Traffic, either Party may notify the other Party in writing that mutual compensation will commence on the first day of the first full month following notice, pursuant to the rates set forth in Attachment 1. Identification of terminating traffic may require a Party to provide originating ANI records to the other Party and each Party agrees that to the extent feasible it will provide such ANI records upon request by the other Party. In the case where one Party is unable to identify the actual terminating traffic of the other Party and the other Party is able to identify terminating traffic, then the Parties agree to use the ratio of terminating traffic from the most recent traffic study applied to the actual traffic identified by the other Party as the means for determining the minutes of terminating traffic for billing purposes. For example, if the most recent traffic study performed shows that Charter terminates 60% of the Local Traffic to Mosinee's end-users and Mosinee terminates 40% of the Local Traffic to Charter's end-users and Charter is unable to identify actual terminating traffic from Mosinee and Mosinee is able to identify actual terminating traffic from Charter as 12,000 minutes, then Mosinee will bill Charter based on actual usage of 12,000 minutes and Charter will bill Mosinee based on Charter's terminating traffic to Mosinee of 12,000 minutes times the ratio of Mosinee's terminating percent (40% in this example) to Charter's terminating percent (60%), which is equal to 8,000 minutes.

5.3. Each Party shall bear its own expense in performing a traffic study under this Agreement to determine whether a disparity exists in the termination of Local Traffic between the Parties, including, without limitation, the providing of necessary ANI records to the other Party. Notwithstanding, once the Parties have transitioned to a mutual compensation billing

arrangement, the full cost of any subsequent traffic study done for the purpose of readjusting the ratio of terminating traffic for compensation purposes, shall be paid by the Party that is unable to measure actual terminating minutes.

5.4. Either Party may request a subsequent traffic study no sooner than nine (9) months after the completion of a prior traffic study.

6. NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. The Parties agree to work cooperatively in order to avoid the disruption of traffic exchange, as contemplated under this Agreement, in the event of any network change. The notice requirement in this paragraph shall not apply in the event of an emergency or unanticipated network occurrence which is beyond the reasonable control of the Party.

7. GENERAL RESPONSIBILITIES OF THE PARTIES

7.1. Not later than forty-five (45) days from the Effective Date, the Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement (“Implementation Schedule”) except that Parties shall activate the exchange of Local Traffic under this Agreement no later than ten (10) days from the Effective Date. Both Charter and Mosinee shall use commercially reasonable efforts to comply with the Implementation Schedule.

7.2. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring and billing traffic from the other Party’s network and for delivering such traffic to the other Party’s network in a mutually acceptable format and to terminate the traffic it receives in a mutually acceptable format. The Parties are each solely responsible for participation in and compliance with any required and applicable national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

7.3. Each Party shall be responsible for obtaining facilities to each third party tandem switch used to transit Local Traffic between the Parties’ networks. The originating Party will be responsible for payment of any transit charges (including tandem switching) assessed by the third party carrier for use of the third party carrier’s tandem switch and facilities for the exchange of Local Traffic.

7.4. Neither Party shall engage in any activity that interferes with or impairs service over any facilities of the other Party, its Affiliates, or other connecting carriers, degrades the other Party’s network, prevents other persons from using their services, causes hazards to either Party’s personnel or the public, or damage to either Party’s or connecting carrier’s facilities or equipment. Upon such occurrence either Party may suspend service after notice and reasonable opportunity based on the circumstances for the offending Party to cure any violations of this provision, but only for so long as the other Party is violating this provision

7.5. Each Party is solely responsible for the services it provides to its customers and to other third parties.

7.6. Each Party is responsible for administering NXX codes assigned to it.

7.7. Each Party is responsible for obtaining Local Exchange Routing Guide (“LERG”) listings of Common Language Location Identifier (CLLI) codes assigned to its switches.

7.8. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

7.9. Mosinee shall program and update its Central Office Switches and End Office switches and network systems to recognize and route traffic to NXX codes assigned to Charter. Charter shall do the same with respect to its network for recognizing and routing traffic to Mosinee’s NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

8. TERM AND TERMINATION

8.1. This Agreement shall commence on the Effective Date and shall have an initial term of two years (“Initial Term”). This Agreement will automatically renew for successive one year periods (“Renewal Term”), unless either Party requests renegotiation or gives notice of termination at least ninety (90) days prior to the expiration of the Initial Term or a Renewal Term. In the event a Party requests to renegotiate this Agreement and such renegotiation does not conclude prior to the expiration of this Agreement or a Party gives notice of termination and the other Party requests a replacement agreement and a replacement agreement is not reached prior to the expiration of this Agreement, this Agreement shall continue in full force and effect until replaced by a replacement agreement. In the event the Parties fail to agree to such a replacement agreement, either Party, at any time during the negotiations, may invoke the provisions of Section 15 of this Agreement. In such event, this Agreement shall continue in effect pending Commission approval of a replacement agreement. Nothing in Section 8.1 shall prevent the Parties from voluntarily modifying this Agreement in writing, which writing must be signed by an authorized representative of each Party.

8.2. Upon termination or expiration of this Agreement in accordance with this Section:

- (a) each Party shall promptly pay all undisputed amounts owed under this Agreement;
- (b) each Party’s indemnification and confidentiality obligation under this Agreement shall survive termination or expiration of this Agreement.

9. PAYMENTS AND BILLING

9.1. Calculation of Payments. The Parties agree that payments due under this Agreement shall be calculated as follows:

9.1.1. In the event the Parties transition to a mutual compensation payment arrangement as allowed and more fully described in Section 5, each Party will compensate the other Party for Local Traffic delivered to the other Party and terminated on the other Party's network at the rates stated in Attachment I. Local Traffic compensation shall be limited to termination of those NXXs identified in Attachment II (Mosinee's NXXs) and Attachment III (Charter's NXXs). A monthly billing statement shall be prepared by each Party identifying the mutual compensation owed for the most recent month, except that either Party may accumulate monthly invoice amounts up to \$1,500.00.

9.1.2. For purposes of mutual compensation, the Parties will compensate each other for Local Traffic based on verifiable records of actual termination. The Parties acknowledge that it may be necessary for one or both parties to provide originating ANI records in order to identify actual termination (as each Party will be utilizing a third party Tandem Switch for delivery of terminating traffic). As such, the Parties agree to provide their respective originating records for this purpose. The Parties agree to provide originating ANI records to the other Party without charge.

9.2. **Billing.** The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

9.2.1. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within () sixty (60) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. Unless the Non-Paying Party gives notice to the Billing Party of a good faith billing dispute and the Disputed Amounts within sixty (60) days of receipt of the invoice containing the Disputed Amounts, the Non-Paying Party waives any right to challenge the Disputed Amounts and releases the Billing Party from all liabilities and claims resulting from and such billing dispute. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

9.2.2. Undisputed amounts shall be paid within forty-five (45) days of receipt of an invoice from the Billing Party. Any undisputed amounts not paid when due shall accrue interest from the date of receipt of an invoice at the greater of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

9.3. Upon a Party's request and at a mutually agreed upon time during normal business hours the requesting Party shall have the right to inspect the records which are the basis for any monthly bill for the preceding 12 months issued by the other Party, and which are reasonably related to a billing dispute timely identified under Section 9.2.1, and to request copies thereof.

10. CANCELLATION CHARGES

No cancellation charges shall apply.

11. INDEMNIFICATION

11.1. General Indemnity Rights. Each Party (the “Indemnifying Party”) will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the “Indemnified Party”) and hold such Indemnified Party harmless against:

11.1.1. Any loss to a third person arising out of the negligence or willful misconduct of the Indemnifying Party as it relates to the Indemnifying Parties obligations under this Agreement.

11.1.2. Any loss arising from such Indemnifying Party’s failure to comply with applicable law, including the Act or applicable FCC or Commission rules.

11.2. Indemnification. Whenever a claim for indemnification arises under this Section, the Indemnified Party, will promptly notify the Indemnifying Party of the applicable claim. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party’s ability to defend such claim. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any claims or losses for which it has given notice of acceptance of the duty to defend and indemnify. The indemnified Party may at its own and exclusive cost participate in the defense of any indemnified claim provided such participation does not interfere with the Indemnifying Party’s defense of such claim.

12. LIMITATION OF LIABILITY

12.1. Limited Responsibility. Except as stated in this Agreement, each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

12.2. LIMITATION OF DAMAGES. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY WHATSOEVER TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR REVENUE IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED OR DONE HEREUNDER (COLLECTIVELY, “CONSEQUENTIAL DAMAGES”) PROVIDED THAT THE FOREGOING WILL NOT LIMIT A PARTY’S OBLIGATION UNDER SECTION 11 TO INDEMNIFY AS SPECIFICALLY STATED THEREIN.

12.3. Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement, from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, tornados, hurricanes, or equally severe weather events, (individually or collectively, a “*Force Majeure* Event”).

12.3.1. If a *Force Majeure* Event shall occur, the Party affected shall give prompt written notice to the other Party of such *Force Majeure* Event specifying the nature, date of inception and expected duration of such *Force Majeure* Event, whereupon such obligation or performance shall be suspended until such time as the *Force Majeure* event no longer prevents performance (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations are dependent upon the performance so interfered with).

13. DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

14. REGULATORY APPROVAL

14.1. Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval without modification of this Agreement by the Commission or the FCC under Section 252 of the Act. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion of the Agreement; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

14.2. Regulatory Changes. If any final and non-appealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may provide written notice (delivered not later than ninety (90) days following the date on which such action has become legally binding and has otherwise become final and non-appealable) to the other Party to require that the affected provision(s) of this Agreement be renegotiated and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement. If such new provisions are not renegotiated within thirty (30) days after such notice, either Party may pursue the dispute escalation and resolution procedures as set forth in Section 15 of this Agreement.

15. DISPUTE ESCALATION AND RESOLUTION

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a “Dispute”) arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 15. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall within five (5) days from the written request appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties’ appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.

16. MISCELLANEOUS

16.1. Authorization

16.1.1. Mosinee is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

16.1.2. Charter Fiberlink, LLC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

16.2. Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

16.3. Independent Contractors. Neither this Agreement, nor any actions taken by Charter or Mosinee, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Charter and Mosinee. Neither this Agreement, nor any actions taken by Charter or Mosinee in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between a Party and the end users of the other Party or others.

16.4. Confidentiality

16.4.1. Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a “Disclosing Party”) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents (a “Receiving Party”) pursuant to this Agreement (“Proprietary Information”) shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked “Confidential” or “Proprietary” or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 16.4.2 of this Agreement.

16.4.2. If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may seek appropriate protective relief from all or part of such requirement or if it fails to successfully do so, the Receiving Party may comply with the requirement. The Receiving Party shall not interfere with the Disclosing Party efforts to obtain any protective relief which such Disclosing Party chooses to obtain.

16.4.3. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its agents who have had access to such information, to keep confidential and not to use any such information.

16.5. Governing Law. This Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions and to applicable federal law.

16.6. Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, property, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party’s corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation

by the jurisdiction providing said resale tax exemption. Failure to timely provide sale resale tax exemption certificate will result in no exemption being available to the purchasing Party.

16.7. Non-Assignment. Any assignment by either Party of any right, obligation or duty, in whole or in part, or of any interest, without the written consent of the other Party, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign its rights and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to an Affiliate or an entity acquiring all or substantially all of its assets or equity, without consent, by providing prior written notice to the other Party of such assignment. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted under this Section 16.7 is void *ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

16.8. Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

16.9. Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

To: The Mosinee Telephone Company
Attn: Mary Knoedler
410 4th Street
Mosinee, WI 54455

715-693-2622 (Voice)
715-693-5130 (FAX)

Copy to:

Kiesling Consulting LLC
Attn: Scott Girard
8517 Excelsior Dr.
Madison, WI 53717
608- 664-9110 (Voice)
608- 664-9112 (FAX)

To: Jerold C. Lambert
Charter Communications
Vice-President and Senior Counsel
11405 Powerscourt Drive
St. Louis, MO 63131
314-543-2560 (Voice)
314-909-0609 (FAX)

Copy to:

Carrie Cox, Director of Legal
Charter Communications
440 Science Dr., Suite Suite 301
Madison, WI 53711
608-238-9690 (Voice)
608-231-3181 (FAX)

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

16.10. Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other

proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

16.11. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

16.12. No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

16.13. No License. No license under patents, copyrights, or any other intellectual property right is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

16.14. Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise.

16.15. Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein and, constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Charter Fiberlink, LLC

The Mosinee Telephone Company

By: _____

By: _____

Date: _____

Date: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

ATTACHMENT I
RATES AND CHARGES FOR
TRANSPORTATION AND TERMINATION OF TRAFFIC

TRANSPORT AND TERMINATION OF ALL LOCAL TRAFFIC

Mosinee's Rate applied per Minute of Use: \$.025

Charter's Rate applied per Minute of Use: \$.025

ATTACHMENT II

THE MOSINEE TELEPHONE COMPANY'S NXXs

| <u>Locality</u> | <u>NPA/NXX</u> | <u>CLLI</u> |
|-----------------|----------------|-------------|
| Mosinee | 715-692,693 | MOSNWIXA |

ATTACHMENT III

CHARTER FIBERLINK-WISCONSIN'S NXXs

| <u>Locality</u> | <u>NPA/NXX</u> | <u>CLLI</u> |
|-----------------|----------------|-------------|
| Wausau | 715-298 | HULLWI01GT0 |